UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

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REDDING ELEMENTARY SCHOOL DISTRICT,

Plaintiff,

v.

AMANDA GOYNE, et al.,

Defendants.
_____/

CONSOLIDATED WITH

AMANDA GOYNE, et al.,

Plaintiffs,

v.

REDDING ELEMENTARY SCHOOL DISTRICT, et al.,

Defendants.
_____/

NO. CIV. S-00-1174 WBS GGH

MEMORANDUM AND ORDER

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These suits involve the Redding Elementary School District's (the "District") obligation to pay for the cost of education of a private school student under the Individuals with

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summary judgment pursuant to Federal Rule of Civil Procedure 56.

I. Factual and Procedural Background

Defendant Amanda Goyne is a fourteen-year-old student who has a severe to profound hearing loss. Amanda has been living within the Redding Elementary School District since she became eligible for special education services on December 7, 1990. According to her parents (the "Goynes"), Amanda began attending the St. Joseph School as a pre-school student in 1990. Since kindergarten in 1992, Amanda has been attending regular education classes at the St. Joseph and St. Francis private schools.[1] The District provided special education services for Amanda, including speech and language therapy, from 1992 through 1999. Pursuant to her "individualized education program" ("IEP") under the IDEA, the District also provided a one-on-one, full-time sign language interpreter for Amanda during the school years from 1996 through 1999.

In the Spring of 1999, the District informed the Goynes that under the new regulations implementing amendments to the IDEA, the District was no longer obligated to provide special education services or an interpreter for Amanda if she remained enrolled in private school.

During Amanda's annual IEP meeting on June 2, 1999, the District offered a regular education classroom placement for Amanda at her neighborhood public school, Turtle Bay. The Goynes rejected the District's offer because they did not believe it was

[1] Amanda attended St. Joseph Elementary School through the fifth grade in 1998, and then transferred to St. Francis Middle School.

an appropriate education program for Amanda.

On August 6, 1999, the Goynes filed a request for a due process hearing with the California Special Education Hearing Office pursuant to 20 U.S.C. § 1415(f) and California Education Code sections 56501 and 56502. The Hearing Officer found that the District was not obligated to provide a "free appropriate public education" for Amanda during the 1996-97, 1997-98, and 1998-99 school years. With respect to the 1999-2000 school year, however, the Hearing Officer concluded that the District's offer dated June 2nd, 1999, was insufficient and did not provide a "free appropriate public education" under the IDEA. The Hearing Officer accordingly ordered the District to reimburse the Goynes for the cost of Amanda's tuition at St. Francis Middle School for that year through March 13, 2000.[2] The Hearing Officer also determined that the District must reimburse the Goynes for the cost of Amanda's full-time interpreter for the 1999-2000 school year through March 13, 2000. Finally, the Hearing Officer found that the District did not conduct an appropriate assessment of Amanda's "educational and social-emotional needs" and thus, must reimburse the Goynes for the cost of an independent evaluation.

Both parties have appealed the Hearing Officer's decision pursuant to 20 U.S.C. § 1415(i)(2).[3]

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[2] The Hearing Officer determined that California Education Code section 56506.2(a) barred his ability to award prospective relief beyond the date of the hearing, March 13, 2000.

[3] This court consolidated the two separate actions in an order filed August 11, 2000.

II. Applicable Law

The IDEA, originally enacted in 1975 as the "Education for All Handicapped Children Act," provides federal assistance to state and local agencies for the education of children with disabilities. To qualify for assistance under the Act, a State must provide a "free appropriate public education" ("FAPE") for disabled children that is tailored to the unique needs of the disabled child through the development of an "individualized educational program." 20 U.S.C. § 1412(a)(1)&(4).

A "free appropriate public education" means "special education and related services" that:

> (A) have been provided at public expense, under public supervision and direction, and without charge;
> (B) meet the standards of the State educational agency;
> (C) include an appropriate preschool, elementary, or secondary school education in the State involved; and
> (D) are provided in conformity with the individualized education program required under [the Act].

20 U.S.C. § 1401(8). An "individualized education program" or "IEP" is "a written statement for each child with a disability that is developed, reviewed, and revised in accordance with section 1414(d) of [the Act]." 20 U.S.C. § 1401(11).

Under section 1414(d), the local educational agency "shall have in effect, for each child with a disability in its jurisdiction, an individualized education program." 20 U.S.C. § 1414(d)(2). The IEP is developed and reviewed each year by a team comprised of the child's parents, teachers and other specialists. 20 U.S.C. § 1414(d)(1)(B). The IEP team must review the IEP annually, and make appropriate revisions.

Section 1412, subdivision (a)(10) addresses the state's obligations with respect to "children enrolled in private schools

by their parents," a circumstance which is commonly referred to as "unilateral enrollment or placement." 20 U.S.C. § 1412(a)(10)(A)&(C). The provision generally requires a state to provide special education and related services for unilaterally placed children. However, a local education agency is not required

> to pay for the cost of education, including special education and related services, of a child with a disability at a private school or facility if that agency made a free appropriate education available to the child and the parents elected to place the child in such private school or facility.

20 U.S.C. § 1412(a)(10)(C)(i).

Before the 1997 amendments to the IDEA, regulations under the Act only excused the payment of "the cost of education," but not "special education and related services." See 34 C.F.R. § 300.403 (1996-1998) ("If a child with a disability has FAPE available and the parents choose to place the child in a private school or facility, the public agency is not required by this part to pay for the child's education at the private school or facility.").

Current section 1412 further states:

> If the parents of a child with a disability, who previously received special education and related services under the authority of a public agency, enroll the child in a private elementary or secondary school without the consent of referral by the public agency, a court or a hearing officer may require the agency to reimburse the parents for the cost of that enrollment if the court or hearing officer finds that the agency had not made a free appropriate public education available to the child in a timely manner prior to that enrollment.

20 U.S.C. § 1412(a)(10)(C)(ii). This language codifies School Comm. of the Town of Burlington v. Department of Educ.

("Burlington"), 471 U.S. 359, 369 (1985), which held that a parent has an equitable right to reimbursement for the cost of an appropriate education in private school when the local educational agency is unable to offer an appropriate placement in public school.

The Act also requires participating states to establish administrative procedures for the resolution of disputes concerning a disabled child's IEP. See 20 U.S.C. § 1415. An aggrieved party may appeal administrative findings and decisions by filing a complaint in a district court of the United States.

III. Discussion

The IDEA does not employ the usual deferential standard of review for administrative decisions, but rather provides that the court "(i) shall receive the records of the administrative proceedings; (ii) shall hear additional evidence at the request of a party; and (iii) basing its decision on the preponderance of the evidence, shall grant such relief as the court determines is appropriate." 20 U.S.C. §1415(2)(B).

Although the Ninth Circuit has characterized the court's review under the IDEA as de novo, the requirement that the district court receive the Hearing Officer's record "carries with it the implied requirement that due weight shall be given to the [administrative] proceedings." Board of Educ. v. Rowley, 458 U.S. 176, 206 (1982); Seattle Sch. Dist., No. 1 v. B.S., 82 F.3d 1493, 1499 (9th Cir. 1996). The amount of deference given to the administrative findings is within the court's discretion, and increases when the findings are "thorough and careful." Capistrano Unified Sch. Dist. v. Wartenberg, 59 F.3d 884, 891

(9th Cir. 1995).

The Ninth Circuit has also recognized that the procedure under the IDEA is "not a true summary judgment procedure," but is "essentially ... a bench trial based on a stipulated record." Ojai Unified Sch. Dist. v. Jackson, 4 F.3d 1467, 1472 (9th Cir. 1993). "It is hard to see what else the district court could do as a practical matter under the statute except read the administrative record, consider the new evidence, and make an independent judgment based on a preponderance of evidence and giving due weight to the hearing officer's determinations." Capistrano, 59 F.3d at 892. "Even though [this method of review] does not fit well into any pigeonhole of the Federal Rules of Civil Procedure," it is appropriate because it "appears to be what Congress intended under the Act." Capistrano, 59 F.3d at 892.

"A court's inquiry in suits brought under [the IDEA] is twofold." Rowley, 458 U.S. at 206. "First, has the [District] complied with the procedures set forth in the Act?" Id. "And second, is the individualized educational program developed through the Act's procedures reasonably calculated to enable the child to receive educational benefits?" Id. at 207.

A. The District's Compliance with Procedural Requirements During the 1996-97, 1997-98, and 1998-99 School Years

The Goynes argue that the District committed procedural violations during the 1996-97, 1997-98, and 1998-99 school years which resulted in the denial of FAPE. Specifically, the Goynes claim that "they never had a true opportunity to choose an appropriate public placement for [Amanda]," because the District

did not make a formal written offer and recommendation for placement of Amanda in public school.[4] (Cross-Motion at 23). According to the Goynes, they intended to enroll Amanda in public school if the District had an appropriate program.

The Hearing Officer did not consider the District's alleged failure to make a formal written offer of FAPE, but found that the District was not obligated to provide FAPE for Amanda during those years because "her parents chose to place her in a private school setting."[5] (Pl.'s Ex. 20 at 5-7). The Hearing Officer determined that the Goynes were not "dissatisfied with the public school program," but rather, the Goynes "preferred" the program and environment at the private schools. (See Pl.'s Ex. 20 at 5-6). And the Hearing Officer concluded that the District was "at most, obligated to provide Amanda with a genuine opportunity for equitable participation in special education and related services." (Pl.'s Ex. 20 at 6)(quoting 34 C.F.R. § 76.651); 34 C.F.R. § 300.451 (the state educational agency shall ensure that the requirements of 34 C.F.R. §§76.651-76.662 are met).

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[4] The Goynes also argue that the District failed to adequately inform them of certain rights pursuant to 20 U.S.C. § 1415(d)(2) and California Education Code § 56301. In support of this argument, the Goynes' offered only one side of a two-sided document titled "Notification of Parent-Child Rights." (Def.'s Ex. 2 at 24, 29, and 34). In response, the District offered the second side, which clearly discusses the alleged rights. As a result, this claim has no merit.

[5] In his decision, the Hearing Officer seems to use the terms "provide" and "offer" interchangeably when discussing the District's obligation to pay for the cost of Amanda's education.

In 1996, regulations under the IDEA required that every child with a disability have available a free appropriate public education. See 34 C.F.R. § 300.1 (stating a purpose "[t]o enure that all children with disabilities have available to them a free appropriate public education"). A school district was not required to pay the cost of a child's education only if the child's parents chose private school in lieu of an appropriate public placement. See 34 C.F.R. § 300.403 ("If a child with a disability has FAPE available and the parents choose to place the child in a private school ... the public agency is not required ... to pay for the child's education at the private school."). The question here is whether a school district must make a formal written offer in order to satisfy its obligation to make FAPE available under the IDEA.

In Union School Dist. v. Smith, 15 F.3d 1519 (9th Cir. 1994), the Ninth Circuit considered whether the school district was required to make a formal written offer under the IDEA for a particular placement to be considered in deciding whether the school district offered FAPE. The Ninth Circuit recognized that "[t]he IDEA explicitly requires written prior notice to parents when an educational agency proposes, or refuses, to initiate or change the educational placement of a disabled child." Smith, 15 F.3d at 1526; see 20 U.S.C. § 1415(b)(3) (current provision). The court held that the requirement of a formal, written offer "should be enforced rigorously" because it serves several important purposes. Smith, 15 F.3d at 1526. A formal written offer alerts the parents to serious consideration of the proposed placement and provides them with an opportunity to accept or

reject the offer. Id. The court emphasized that parents must have an opportunity to consider a school district's offer because reimbursement for unilateral placement is only available if the offer is inappropriate. Id.

In Smith, the school district claimed that it did not make a formal offer of placement at the other school because the parents had expressed their unwillingness to consider such a placement. Id. at 1525. The Ninth Circuit held that a school district "cannot escape its obligation under the IDEA to offer formally an appropriate educational placement" by arguing that the parents were not willing to accept the placement. Id. at 1526.

Other district courts in the Ninth Circuit have followed the holding in Smith that the IDEA requires the district to make a formal written offer. See Glendale Unified School District v. Almasi, 122 F. Supp. 2d 1093, 1107 (C.D. Cal. 2000) ("The Court interprets Smith to require that the District formally offer a single, specific program."); Bock v. Santa Cruz City Schools, 1996 WL 539715 (N.D. Cal. 1996) ("A school district must formally offer an appropriate educational placement.").

The undisputed facts here establish that the District did not make a formal written offer of placement at a public school. Although the requirement may fairly be characterized as hyper-technical, Smith mandates that a school district must make such an offer for consideration by the parents. The absence of such an offer thus compels a finding that Amanda did not have FAPE available under section 300.403 for the 1996-97, 1997-98, and 1998-99 school years.

The court recognizes that procedural violations do not necessarily result in a denial of FAPE under the IDEA unless the violation results in the loss of an educational opportunity, or seriously infringes upon the parents' opportunity to participate in the IEP process. See W.G. v. Bd. of Trustees, 960 F.2d 1479, 1484 (9th Cir. 1992). The Goynes do not contend here that Amanda was deprived of an "appropriate" education during the relevant years, but rather, the District's failure to make a formal, written offer of placement deprived Amanda of a "free" education. The court concludes that for the purpose of determining a parent's right to reimbursement for the unilateral placement of a child in private school, a school district's failure to make a formal offer of public placement constitutes a per se denial of FAPE.

Before regulations implementing the 1997 amendments to the IDEA became effective in 1999, a parent had "an equitable right to reimbursement for the cost of providing an appropriate private education" when a school district failed to make such appropriate education available in public school. Smith, 15 F.3d at 1524 (quoting Burlington, 471 U.S. at 369). In order to be entitled to reimbursement, the parent's chosen placement must be an "appropriate alternative." Smith, 15 F.3d at 1526 (quoting W.G. v. Board of Trustees, 960 F.2d 1479, 1484 (9th Cir. 1992)); see also Burlington, 471 U.S. at 369 (parents' placement must be "proper under the Act").

The evidence here shows that the St. Joseph and St. Francis schools provided an appropriate education for Amanda. During the 1996-97, 1997-98 and 1998-99 school years, Amanda

performed exceptionally, earning high marks and exceeding expectations in reading and language skills. (See Pl.'s Ex. 6 at 86-89). The Goynes are accordingly entitled to reimbursement for the cost of Amanda's education during those years.

B. Sufficiency of the District's 1999-2000 Offer

The Goynes rejected the District's offer to place Amanda at the neighborhood school in Turtle Bay for the 1999-2000 school year, because they believed the offer did not provide an appropriate education for Amanda. As a result of the District's alleged failure to meet the requirements of FAPE under the IDEA, the Goynes argue that they are entitled to reimbursement.

In Rowley, the United States Supreme Court considered the standard for providing a "free appropriate public education" under the Act. The Court emphasized that the Act does not require a state to maximize the potential of each handicapped child. See Rowley, 458 U.S. at 199 ("[T]o require ... the furnishing of every special service necessary to maximize each handicapped child's potential is, we think, further than Congress intended to go."). The Court held that a state satisfies the requirement of the IDEA by providing a "basic floor of opportunity" consisting of "personalized instruction with sufficient support services to permit the child to benefit educationally from that instruction." Id. at 201, 203.

The personalized instruction and services "must be provided at public expense, must meet the State's educational standards, must approximate the grade levels use in the State's regular education, and must comport with the child's IEP." Id. at 203; see also 20 U.S.C. § 1401(8). Further, the personalized

instruction "should be reasonably calculated to enable the child to achieve passing marks and advance from grade to grade." Id. at 204; see also W.G., 960 F.2d at 1487 ("The substantive standard [for FAPE] is simply 'some educational benefit.'").

The Hearing Officer's determination that the District's offer did not provide FAPE for the 1999-2000 school year is inconsistent with the above standards. The Hearing Officer found that "one of Amanda's most significant unique needs for the 1999-2000 school year was to be in the presence of peers who would assist her in the learning and socialization process through informal communication." (Pl.'s Ex. 20 at 11). He concluded that the District was not able to meet this unique need because the evidence showed that at that time, Turtle Bay had only a handful of children who could demonstrate rudimentary signing skills. (Pl.'s Ex. 20 at 12). On the other hand, the Hearing Officer emphasized that Amanda's classmates at St. Francis had been with her for several years, and thus "had learned to communicate comfortably with her." Id. at 12.

The Hearing Officer's comparison mistakenly places an impossible burden on the District to replicate Amanda's environment at St. Francis, without the benefit of an opportunity to establish a similar peer group at Turtle Bay.[6] In making his decision, the Hearing Officer cited California Education Code

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[6] According to Lori Goyne, Amanda's mother, she held volunteer sign language sessions with Amanda's classmates during the 1995-96 and 1996-97 school years. Lori Goyne taught forty one-hour sessions per year and the students were signing with Amanda on a daily basis during the 1996-97 school year. See (Def.'s Ex. 9 at 61-63) (explaining that Amanda's teacher cooperated by developing a point system to encourage students to practice signing with Amanda).

section 56000.5, which states: "It is essential that hard-of-hearing and deaf children, like all children, have an education with a sufficient number of language mode peers with whom they can communicate directly and who are of the same, or approximately the same, age and ability level." Cal. Bus. & Prof. Code § 56000.5(b)(4). The court finds no authority suggesting that this provision places a higher burden on the District than the requirements for FAPE under the IDEA.[7]

The District's offer satisfies the requirements of the IDEA and the standard set for in Rowley. The District offered regular classroom placement at Turtle Bay during the 1999-2000 school year with the same special education services that the District provided in previous years, including speech and language therapy. (See Pl.'s Ex. 31 at 6-7); (See Pl.'s Ex. 20 at 9)(finding that the District offered enhanced audio, speech and language therapy, and the use of a sign language interpreter). In addition, the District offered to install sound field equipment in each of Amanda's classrooms, obtain a TTY phone, use closed caption televisions, assign note-takers, and provide on-going disability awareness for general education students. (See id.). To assist with Amanda's transition from St. Francis, the District further promised to assign peer buddies, and provide weekly sessions with the school psychologist and a deaf and hard-of-hearing counselor. (See id; Pl.'s Ex. 16).

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[7] State standards that impose a greater duty are enforceable under the IDEA if such standards are not inconsistent with federal standards. See Smith, 15 F.3d at 1524.

Further, the District's offer addressed Amanda's need for language mode peers "in a manner that would afford [her] an opportunity to benefit educationally." Capistrano, 59 F.3d at 884, 893. As noted above, the District offered to assign peer buddies who would assist Amanda with her transition to Turtle Bay. The District also promised to offer a sign language elective for sixth, seventh, and eighth grade students at Turtle Bay. Christine Licker, who previously taught such an elective at Turtle Bay, testified that as many as forty students could finger-spell and demonstrate between twenty and fifty signs. (See Pl.'s Ex. 32 at 138, 153). Notably, Ms. Licker stated that she used finger-spelling in her history class and that some students used finger-spelling and signs to communicate with each other. (See id.).

Plaintiffs argue that the District should have offered "regionalized programming," whereby all hearing-impaired students in the school district would be educated at one school or "hub" in order to assure that Amanda has a sufficient number of language mode peers. They point to such a program at the Lakewood School in Stanislaus County as an example of what would in their view be an "appropriate" program for Amanda.

At oral argument, the District argued that the implementation of such a program would not be practical in Shasta County, because it is more rural than Stanislaus County and does not lend itself to the same kind of region-wide transportation of hearing-impaired students to a single location. The court has no basis to find that the program employed in Stanislaus County would be practical, or even possible, in Shasta County, or that

it would provide similar results in Shasta County. Even if such a program would be successful, the IDEA does not require the District to maximize Amanda's learning potential.

"An 'appropriate' public education does not mean the absolutely best or 'potential-maximizing' education for [Amanda]." Smith, 15 F.3d at 1524 (quoting Gregory K. v. Longview School Dist., 811 F.2d 1307, 1310 (9th Cir. 1987). The program outlined by the District is reasonably calculated to enable Amanda to advance from grade to grade. The only other thing the District could do to satisfy the Goynes is to transfer Amanda's peer group from St. Francis to Turtle Bay--what obviously is impossible.

It is not surprising that over the seven years since the Goynes placed Amanda in private school, she developed a unique and comforting relationship with her peers at the St. Joseph and St. Francis schools. It does not follow, however, that the District is required to duplicate that environment. The program offered by the District is personalized and provides the same services that have enabled Amanda to excel in previous years. Because the District's offer provides, at a minimum, a basic floor of opportunity for Amanda to achieve academic success, the District has made FAPE available under the IDEA.

C. The Cost of a Full-Time Sign Interpreter for 1999-2000

Under the current regulations, a school district is not required to pay the cost of special education and related services if the district made FAPE available and the parents

unilaterally placed the child in private school.[8] See 34 C.F.R. § 300.403 (1999). The amended language is different from prior regulations, which excused a school district from payment of the cost of a private school education, but required the district to make special education and related services available to children unilaterally placed in private school. See 34 C.F.R. § 300.403 (1996).

Prior to 1999, the Goynes were entirely satisfied with Amanda's individualized program and the District's provision of special services, including a full-time, one-on-one sign language interpreter. In fact, the Goynes referred to their relationship with the District during this period as a "partnership." (See Pl.'s Ex. 31 at 10). The change in the regulations, not any conduct on the part of the District, is responsible for the Goynes current dissatisfaction.

Because the court has concluded above that the District made FAPE available for the 1999-2000 school year, the District is not required to supplement Amanda's private school education with the special service of a full-time, one-on-one sign language interpreter.

D. The Cost of an Independent Psychological Assessment

The IDEA requires evaluation of a child with a disability for the purpose of determining necessary special education and related services at least once every three years,

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[8] The current regulations further provide that "[n]o private school child with a disability has an individual right to receive some or all of the special education and related services that the child would have received if enrolled in a public school." 34 C.F.R. § 300.454 (1999).

and any time "conditions warrant" such an evaluation. 20 C.F.R. § 14114(a)(2).

The parties appear to dispute the date of Amanda's last assessment. According to the Hearing Officer, Amanda's last assessment was December 15, 1997, which would have placed her next triennial assessment on December 15, 2000. However, the Goynes argue that Amanda's last assessment was in September of 1995. After the IEP meeting on June 2, 1999, the Goynes retained Dr. Victoria Pickering to conduct an independent evaluation of Amanda before the due process hearing in August.

Regardless of the due date of her triennial assessment, the Hearing Officer determined that the District's proposed change in placement from private school to Turtle Bay warranted evaluation of Amanda's social and emotional status. See Cal. Educ. Code § 56320 (assessments must consider "all areas related to the suspected disability including, where appropriate, ... social and emotional status"). The Hearing Officer found that "the District had an obligation to assess Amanda's social and psychological needs before convening an IEP meeting to propose such a drastic change in placement." (Pl.'s Ex. 20 at 16).

The District argues that its offer did not propose a change in placement because the District did not place Amanda in private school in the first place. Further, the District argues that the Goynes are not entitled to reimbursement for the cost of an independent evaluation unless they obtained the evaluation because they disagreed with the District's own assessment. See Cal. Educ. Code § 56329 ("A parent has the right to obtain, at public expense, an independent educational assessment of the

pupil from qualified specialists, ... if the parent disagrees with an assessment obtained by the public education agency.").

The Hearing Officer's decision with respect to the District's obligation is supported by the record. The placement of Amanda in public school after she attended private school for seven years could potentially impact her psychological well-being, and thus affect the special education services required to to provide her with a basic floor of opportunity for academic progress. As the Hearing Officer found, evaluation was warranted in this circumstance.

IT IS THEREFORE ORDERED that Amanda Goyne's motion for summary judgment with respect to the District's obligation to pay for the cost of her private school education during the 1996-97, 1997-98, and 1998-99 school years be, and the same hereby is, GRANTED. The District is hereby ordered to reimburse the Goynes in the amount of $9,725.00, which represents the total cost of Amanda's private school tuition during the 1996-97, 1997-98, and 1998-99 school years.

IT IS FURTHER ORDERED that the District's motion for summary judgment with respect to the District's obligation to provide special education and related services during the 1999-2000 school year be, and the same hereby is, GRANTED; and the District's motion with respect to the cost of the independent

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psychological assessment performed by Dr. Pickering be, and the same hereby is, DENIED. The District is hereby ordered to reimburse the Goynes in the amount of $2,520.00, which represents the total cost of the independent assessment.

IT IS SO ORDERED.

DATED: March 6, 2001

WILLIAM B. SHUBB
UNITED STATES DISTRICT JUDGE

United States District Court
for the
Eastern District of California
March 7, 2001

* * CERTIFICATE OF SERVICE * *

2:00-cv-01174

Redding Elementary

v.

Goyne

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on March 7, 2001, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

Susan Elizabeth Slager
Johnson Schachter and Collins
California Plaza
2180 Harvard Street
Suite 560
Sacramento, CA 95815-3317

Frank Richard Ruderman
Ruderman and Roth
2277 Fair Oaks Boulevard
Suite 220
Sacramento, CA 95825

SH/WBS

Jack L. Wagner, Clerk

BY: Deputy Clerk